WOLCOTT TOWN COUNCIL

Regular Meeting
Tuesday, July 15, 2014
Council Chambers, Wolcott Town Hall
7:00 p.m.

MINUTES

Note: These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman David Valletta called the meeting to order at 7:00 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Francis Masi, Roger Picard, Rachel Wisler, Charles Marsella, Joseph Del Buono, Donald Charette Sr., and Jeffrey Slavin

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Thomas G. Dunn; Linda Bruce, Municipal Finance Officer; Brian Tynan, Town Attorney; Anthony Marino, Treasurer; Cynthia Dias, Miss Wolcott & Miss Connecticut Outstanding Teen; Taxpayers: David Shea, Katherine Shea, Mark Bove, John Washburn, Patrick Shea, and Tara Shea; et al.

APPROVAL OF MINUTES:

- **Regular Meeting – June 17, 2014**

Upon **MOTION** by Francis Masi, seconded by Rachel Wisler, it was unanimously voted to **approve** the minutes of the Regular Meeting held on June 17, 2014, with one abstention from Mr. Slavin.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

CORRESPONDENCE (on file):

1. Year-End Finance Office Transfers for FY 2013-2014, submitted by Linda Bruce
2. Proposed Resolution (#387) Connecticut State Library Historic Documents Preservation Grant (Proposed Grant Contract attached) {submitted by Debbie Slater, Town Clerk}
3. Proposed Resolution (#388) Connecticut State Library Historic Documents Preservation Grant (Proposed CD Policy attached) {submitted by Anthony Marino, Treasurer}
4. Copy of letter dated March 19th to Santa Buckley Energy from Todd Bendtsen, Wolcott Public Schools Business Manager, regarding bid award for heating oil & diesel fuel
5. Letter dated June 18th to Randy Watts regarding his appointment to the Board of Ethics
6. Notice to Town Clerk dated June 18th regarding Town Council Summer Schedule

7. Letter dated June 30th from Michael Bruce regarding his Proposed Video Service Addendum & Agreement for FY 2014-2015 (agreement & addendum attached)
8. Copy of Email dated July 3rd from Thomas Brundage to the Town Clerk advising of his resignation from the Board of Ethics effective immediately
9. Letter dated July 1st from the Republican Town Committee regarding Board of Ethics appointment
10. Copy of Letter dated July 9th to Mayor Dunn from Superintendent Macary regarding 2014 Building Committee for School Upgrades
11. Letter dated July 9th from Mayor Dunn regarding 2014 Building Committee for School Upgrades, Projects, and Renovations
12. Letter dated July 10th from Florence Goodman, President of the Wolcott Historical Society, concerning the Center School
13. Letter dated July 10th from Linda Bruce regarding Santa Buckley Diesel Fuel Contract for FY 2014-2015 (Proposed Contract attached)
14. Letter dated July 10th from Linda Bruce Regarding Simple Contracts & Bid Analyses for Road Reconstruction Phase 2
15. Proposed Contract for Hot in Place Asphalt Recycling with Highway Rehabilitation Corp. (additional documentation attached)
16. Proposed Contract for Milling, Removal & Disposal of Bituminous Concrete with Cocchiola Paving, Inc. (additional documentation attached)
17. Proposed Contract for Road Resurfacing/Paving with J&J Paving, LLC (additional documentation attached)
18. Town Council Annual Report for FY 2013-2014, submitted to Mayor's Office
19. Treasurer's Report dated 7-15-14, submitted by Anthony Marino
20. Board of Education Year to Date Budget Report dated 06-30-14
21. Submitted at meeting by Attorney Tynan, various correspondence pertaining to Farmingbury Hills Restaurant
22. Submitted at meeting by Michael Bruce, Memo dated July 12th regarding WLCT96
23. Submitted at meeting by Linda Bruce, Information Regarding 60 Day Tax Accrual for past six years
24. Email dated July 14th from Tony Casagrande regarding Board of Ethics appointment

MAYOR'S REPORT:

Mayor Dunn came forward and introduced Cynthia Dias, at which time he noted that she holds the title of Miss Wolcott Outstanding Teen and also competed and won the title of Miss Connecticut Outstanding Teen. Ms. Dias gave a brief speech and thanked the Town of Wolcott for all of the support that she has received.

Mayor Dunn next reported the following:

- The last of the road work from Phase 1 on Minor Road has been completed and Phase 2 is starting
- Today they received a check for $10,000 from the Bright Idea Grant from CL&P for points they received for energy efficiency; hopefully they will be able to utilize the funds for a new energy efficient furnace at the Town Hall

A brief question and answer period was held and discussion followed regarding the following:

- There will be probably be a soft opening for the Dog Park in the fall; the bid has been awarded for the fencing
- Situation at Stanley Street; no new information with respect to the theft of the signs
- The road repairs to the Hot in Place asphalt have been made to Woodtick and Beach Roads
- Numerous accidents on turn at Wolcott Road/Woodtick Road/Stanley Street; the guardrail is no longer there; the State has been notified; speeding and drunk driving seems to be the factor; he can set up a meeting with the engineers from the State up at the site; the Council can set up a sub-committee and attend

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported the following:

- The FY 2014-2015 approved budget appeared in the July issue of the Wolcott Community News as required
- The financial system rollover for FY 2013-2014 was completed on July 3rd; they are currently working with both the 2013-2014 and 2014-2015 fiscal years
- FY 2013-2014 revenue is currently over budget by $204,645.96 with approximately another $44,000.00 anticipated, however, the 60 Day Tax Accrual will affect that figure; she submitted this evening a listing of the 60 Day Tax Accrual adjustment over the past six years
- They have to meet $165,000.00 in back tax collections by the end of August to avoid a write off to revenue for FY 2013-2014
- Expenditures are hovering at approximately $20,000.00 unexpended; any monies going into the Fund Balance would be coming from the revenue side and also anything unexpended from the expenditure side
- There were no monies received from FEMA for all of the winter storms; the expense came entirely from the General Government budget; also, the extended cold period added to additional fuel consumption

- For example, FEMA revenues for FY 2012-2013 were $252,664.81 and for FY 2011-2012 they were $219,828.75; all of that had gone into the Fund Balance and offset a lot of the costs that they incurred; the storms this past winter did not qualify for FEMA funds
- Initial Year-End Transfers for FY 2013-2014 were submitted for approval; there will be additional Year-End Transfers submitted at the August meeting

Upon **MOTION** by Gale Mastrofrancesco, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the Year-End Transfers for FY 2013-2014 in the amount of $27,890.32, as submitted **(see attached).**

TREASURER'S REPORT:

Anthony Marino came forward and proceeded to review each page of his presentation in detail **(see attached).** A brief question and answer period was held, during which discussion focused on maximizing interest on short term investments. Normally, they have used STFF (short term investment funds), accounts but he is looking into opportunities to invest some of their idle cash into CDs. He noted that they have to be very careful as to how long the money is tied up because they need large amounts of cash available every month. Discussion was also held with regard to the pension plan. Mr. Marino noted that the plan is well funded and that they always contribute to the plan in accordance with the recommendations of the actuaries.

SUB-COMMITTEE AND LIAISON REPORTS:

There were no reports.

UNFINISHED BUSINESS:

1. **Establish Building Committee for School Upgrades & Appoint Members**

Upon **MOTION**, by Gale Mastrofrancesco, seconded by Donald Charette, it was unanimously voted to **appoint** the following individuals to the Building Committee for School Upgrades: Thomas Buzzelli, Ronald Gambino, Anthony Guerrera, Robert Nagashima, Dave Stankus, Gloria Clair, Gloria Gubitosi, Joseph Monroe, and Patricia Najarian **(see attached).**

With respect to the above committee, it was noted that both Mr. Gambino and Mr. Guerrera have construction experience.

2. **Discussion & Possible Action on Proposed Video Service Addendum & Agreement with Michael Bruce Video for FY 2014-2015**

Upon **MOTION** by Rachel Wisler, seconded by Francis Masi, to **approve** the Video Service Addendum & Agreement with Michael Bruce Video for FY 2014-2015 **(see attached).**

An inquiry was made with respect to whether they are still doing the Town Council meeting loop on Fridays and Saturdays on Channel 96, at which time Mr. Bruce indicated that Fridays and Saturdays have been the schedule, but that nothing has been set in stone yet.

3. **Discussion Regarding Property Located at 456 Boundline Road**

Mrs. Wisler inquired of Chairman Valletta if any additional information such as an Assessor's report, independent appraisal, anticipated costs to demolish the house and barn, cost of excavating the land, use of the land, etc. has been received by the Town Council. Chairman Valletta stated that no information has been received.

A **MOTION** was offered by Rachel Wisler, seconded by Joseph Del Buono, to **table** 'Discussion Regarding Property Located at 456 Boundline Road' until a future date.

At this time, Attorney Tynan came forward and indicated that they did receive an appraisal and at the last meeting he informed the Council that a title search was performed. He drafted up a contract and sent it to the real estate agent representing the current owner of the property and plugged in the appraised value of the property. He told the real estate agent that it will be subject to Town Council approval, referendum approval, preferably on November 4th, and approval by the State DEEP in transferring the funds. He spoke with the real estate agent on July 10th and again just yesterday. The only thing that the agent had to report was that it is still in negotiations with the owner. He noted that he stressed the fact that should the Town Council move forward with placing this on the ballot in November, they have to have it approved by the end of August because the ballot question must be submitted to the Office of the Secretary of State 60 days before the referendum. He added that hopefully they will have something positive next month.

Mr. Del Buono stated that other than the documents being in place, the Town Council still needs to know what the planned use of the property is.

At this time, Mayor Dunn came forward and indicated that the Board of Education would like to use the property for soccer and lacrosse fields. He believes that it would be the Town Council's decision to turn the property over to the Board of Education; it would then be the Board of Education's decision to use the property as they wish. The house and barn would have to be demolished right away so as not to leave anything vacant there.

A question and answer period was held and discussion ensued with respect to whether restrictions would be imposed by the Board of Education for non-school

related sports/activities and concerns were expressed regarding the location of the property for high school athletics because of the need to constantly cross that road. Mayor Dunn indicated that the Board of Education would have to answer those kinds of questions. He also spoke about other grants for other properties that they will be looking into. General discussion continued regarding various other issues regarding the property and its intended use.

Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.

4. **Discussion & Possible Action on Proposed Employment Agreement for Chief Accountant**

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Rachel Wisler to **approve** the Employment Agreement for Chief Accountant, Susan Hale **{on file}.**

Mr. Picard advised that a few more corrections need to be made; the word 'his' still appears in several paragraphs. Attorney Tynan requested that Mr. Picard send him an email regarding that. Mr. Del Buono questioned what the salary is, and why salaries appeared in previous contracts, but not in this one. Attorney Tynan advised that the approved salary for this position for FY 2014-2015 is $62,392.00.

Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.

NEW BUSINESS:

1. **Resolution: Connecticut State Library-Historic Documents Preservation Grant**

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **approve** the following resolution (#387) RESOLVED: That Thomas G. Dunn, Mayor, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for an Historic Documents Preservation Grant **(see attached).**

2. **Resolution: CD Investment Policy & Procedure - Authorization for Establishment & Maintenance of Accounts**

Mr. Marino next referenced the proposed CD Investment Policy that he submitted in the Council packets along with the resolution pertaining to same **(see attached).** Mr. Marino indicated that he submitted the policy and resolution to Town Attorney Tynan, Linda Bruce, and the Town's Bonding Attorney, Bruce Chudwick, for review. He noted that there a just a few minor typographical errors in the resolution that Mr.

Chudwick pointed out. Mr. Marino referenced the errors and stated that he will submit the corrections to the Secretary before it is officially filed.

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Rachel Wisler to **approve** the following resolution (#388) RESOLVED – FIRST: That the named Authorized Persons of this organization or Anthony J. Marino or Steven Slater be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the "Organization"), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with; **(the reading of the remainder of the resolution was waived) {see attached}.**

It was noted that CD investments shall not exceed $250,000 which is the amount that is federally insured. A brief question and answer period was held with respect to the specifics of the policy and the resolution. Brief discussion followed.

Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.

3. **Discussion & Possible Action on Proposed Employment Agreement for Facilities Administrator at Farmingbury Hills Golf Course**

A **MOTION** was offered by Francis Masi, seconded by Jeffrey Slavin, to **accept** the Proposed Employment Agreement for the Facilities Administrator at Farmingbury Hills Golf Course **{on file}.**

Mrs. Wisler noted that the type of pension plan in the proposed contract was not specified. It was agreed that the Defined Contribution Pension Plan needs to be specified in the agreement. Attorney Tynan noted that he will make the change. Mr. Del Buono noted that the contract states that a medical insurance waiver is attached, but that there is no attachment. He added that he would like to see the waiver. Attorney Tynan indicated that they have the waiver on file and that he will get a copy to the Town Council and attach to the contract.

Chairman Valletta called for a vote on the above motion which *carried* unanimously by voice vote.

4. **Discussion & Possible Extension of Restaurant Lease at Farmingbury Hills Golf Course**

Upon **MOTION** by Roger Picard, seconded by Francis Masi, it was unanimously voted to **approve** the Extension of Restaurant Lease at Farmingbury Hills Golf Course.

It was noted that the above item has been previously discussed at length in Executive Session. Brief discussion followed with respect to details of the lease.

5. **Appointment to the Board of Ethics**

Upon **MOTION by Donald Charette**, seconded by Roger Picard, it was unanimously voted to **appoint** Gregory Gubitosi to the Board of Ethics.

Upon **MOTION by** Charles Marsella, seconded by Joseph Del Buono, it was unanimously voted to **appoint** Richard Irwin, of 13 Bolduc Court, to the Board of Ethics.

6. **Discussion & Possible Action to Authorize Mayor to Execute Contract for Diesel Fuel with Santa Buckley Energy, Inc.**

Upon **MOTION**, by Roger Picard, seconded by Joseph Del Buono, it was unanimously voted to **authorize** the Mayor to Execute Contract for Diesel Fuel with Santa Buckley Energy, Inc. **(see attached).**

An inquiry was made with respect to the above company, at which time Mrs. Bruce advised that Santa Buckley is their current supplier. She added that as of this afternoon the Board of Education has not authorized Santa Buckley to buy. Attached is a letter outlining the details.

7. **Discussion & Possible Action to Authorize Mayor to Execute Proposed Contract for Hot in Place Asphalt Recycling with Highway Rehabilitation Corp.**

Upon **MOTION**, by Rachel Wisler, seconded by Gale Mastrofrancesco, it was unanimously voted to **authorize** Mayor to Execute Proposed Contract for Hot in Place Asphalt Recycling with Highway Rehabilitation Corp. **(see attached).**

8. **Discussion & Possible Action to Authorize Mayor to Execute Proposed Contract for Milling, Removal & Disposal of Bituminous Concrete with Cocchiola Paving, Inc.**

Upon **MOTION**, by Rachel Wisler, seconded by Gale Mastrofrancesco, it was unanimously voted to **authorize** Mayor to Execute Proposed Contract for Milling, Removal & Disposal of Bituminous Concrete with Cocchiola Paving, Inc. **(see attached).**

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9. **Discussion & Possible Action to Authorize Mayor to Execute Proposed Contract for Road Resurfacing/Paving with J&J Paving, LLC**

Upon **MOTION**, by Rachel Wisler, seconded by Jeffrey Slavin, it was unanimously voted to **authorize** Mayor to Execute Proposed Contract for Road Resurfacing/Paving with J&J Paving, LLC **(see attached).**

10. **Discussion & Possible Action to Authorize Mayor to Execute Contract Between Bristol Resource Recovery Facility Operating Committee & Wolcott & Murphy Road Recycling, LLC**

Upon **MOTION**, by Jeffrey Slavin, seconded by Roger Picard, it was unanimously voted to **authorize** Mayor to Execute Contract Between Bristol Resource Recovery Facility Operating Committee & Wolcott & Murphy Road Recycling, LLC **(on file).**

ITEMS FOR NEXT AGENDA:

Chairman Valletta advised that if anyone has an item to please contact himself or the Secretary.

TAXPAYERS' TIME:

A brief summary of comments are as follows:

1. **David Shea, of 31 Peterson Lane** came forward and stated that he is here to discuss the desecration of his property at 49 Center Street bordering Minor Road. 24 trees were either cut down or poorly pruned. He wants whoever is responsible to be accountable. He questioned if David Kalinowksi was present this evening. He stated that Mr. Kalinowski was appointed by the Mayor and he is here tonight to find out how to have Mr. Kalinowski removed from his position of authority. Mr. Shea stated that although the tree warden cut them down, he is a subordinate to Mr. Kalinowksi, and this act was a gross abuse of his authority.

From the audience, Mayor Dunn suggested that the Council set up a sub-committee to deal with this matter.

2. **Katherine Shea, of 31 Peterson Lane** came forward and stated that she takes this act personally because it was only done to her property. She noted that this is her childhood home. In June they had 11 trees pruned and 13 trees cut back. Nothing was posted on the trees which is against the law, unless there is an emergency. She added that it cost the Town $5,000 to cut her trees down.

3. **Mark Bove, of 6 Mulberry** came forward and stated that he is the Tree Warden and he is the one responsible for what took place, not Mr. Kalinowski. Whenever there is a road project he has to take a look at the area to see what needs to take place. Many areas have needed to be heavily cut. Those Ash trees were very large and branches were falling; he made the determination that they needed to come down. He stated that he explained to Mr. & Mrs. Shea that there was a mistake made on his part. He did not push for the notification; he did knock on the door. He had no idea that the property was owned by Mr. & Mrs. Shea. They took down about 13 or 14 other trees on that road. He added that it is not a requirement to post notifications on dead trees. The living trees should probably have been posted but they needed to come down either way; they were in the way of the dead tree removal. Lastly, he stressed that this was not a vendetta on someone else's behalf and he is sorry that it turned out this way.

4. **John Washburn, of 8 Lancewood Lane** came forward and stated that the property is owned by his mother and father. He stated that all the Tree Warden had to do was ask the Town who owned the land. He never asked anyone about the trees.

5. **Patrick Shea, of 82 Laurel Lane** came forward and stated that he would like to know how this situation can be prevented from happening to someone else.

6. **Tara Shea, of 48 Laurel Lane** came forward and stated that she purchased her home in 2005. She inquired if there is a timeline that can be given to them with respect to the forming of a committee. She also questioned if the meeting would be open to them.

Chairman Valletta advised that the following three members of the Town Council will make-up the sub-committee regarding this matter: Chuck Marsella, Rachel Wisler, and Roger Picard.

EXECUTIVE SESSION:

No Executive Session was held.

ADJOURNMENT:

Upon **MOTION,** by Roger Picard, seconded by Rachel Wisler, it was unanimously voted to **adjourn** the meeting at 8:25 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

Gale Mastrofrancesco,Vice- Chairman
WOLCOTT TOWN COUNCIL

TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

July 10, 2014

David Valletta, Chairman
Wolcott Town Council
10 Kenea Avenue
Wolcott, CT 06716

RE: TRANSFERS WITHIN/BETWEEN DEPARTMENTS - FISCAL YEAR 2013/2014

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am hereby notifying you of the following initial Year-End transfers for Fiscal Year 2013/2014 contained in Schedule A (Fund 01) which is attached hereto and made a part hereof.

If you have any questions, please feel free to contact me.

Sincerely,

Linda R. Bruce

Linda R. Bruce,
Municipal Finance Officer

LRB/sh
Enclosure

MAYOR'S ACTION:
DATE: July 10, 2014

APPROVED BY: .....
Thomas G. Dunn, Mayor
Town of Wolcott

COUNCIL'S ACTION:
DATE: July 15, 2014

APPROVED BY: .....
Chairman, Wolcott Town Council

SCHEDULE A
YEAR-END TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 01
2013-2014 FISCAL YEAR - FOR REVIEW ON JULY 15, 2014

DEPARTMENT	ACCOUNT	DESCRIPTION	DEBIT	CREDIT
OTHER GENERAL GOVERNMENT - 112				
TO:	01-1-112-2-2500	UNEMPLOYMENT COMPENSATION	4,200.00	
TO:	01-1-112-4-4121	PUBLIC FIRE CHARGE	1,400.00	
TO:	01-1-112-4-4211	RECYCLING	16,536.55	
TO:	01-1-112-4-4212	REFUSE DISPOSAL	5,753.77	
FROM:	01-1-112-5-5100	OFFICE SUPPLIES		566.37
FROM:	01-1-112-5-5350	GWTD		500.00
FROM:	01-1-112-5-5900	BOOKS, MAGAZINES & PERIODICALS		44.34
FROM:	01-1-112-7-7323	POSTAGE MACHINE LEASE		2[illegible]
FROM:	01-1-112-8-8100	MEMORIAL DAY PARADE		223.[illegible]
FROM:	01-1-112-8-8210	VITAL STATISTICS		384.00
FROM:	01-1-116-9-9080	MASTER LEASE-PRINCIPAL		354.42
FROM:	01-1-116-9-9210	MUNICIPAL LEASING PRINCIPAL		520.07
FROM:	01-1-116-9-9211	MUNICIPAL LEASING-INTEREST		2.87
FROM:	01-1-121-3-3705	VIDEOGRAPHY		955.00
FROM:	01-1-122-3-3655	RECORDS MANAGEMENT		1,267.79
FROM:	01-1-122-4-4400	MAINTENANCE-EQUIPMENT		587.97
FROM:	01-1-153-3-3015	ADV./LIEN SALES		1,850.00
FROM:	01-1-153-3-3600	DATA PROCESSING SERVICES		1,800.00
FROM:	01-1-153-3-3635	TITLE SEARCH FEES		1,275.00
FROM:	01-1-153-3-3995	AGENCY COLLECTION FEES		9,000.00
FROM:	01-1-153-5-5100	OFFICE SUPPLIES		474.26
FROM:	01-1-153-7-7300	CAPITAL OUTLAY		362.00
FROM:	01-1-154-3-3330	REVALUATION		5,000.00
FROM:	01-1-154-3-3335	PERSNL PROP AUDITS/SVCS		2,720.00
		TOTAL TRANSFERS - FUND 01	**27,890.32**	**27,890.32**

60 DAY TAX ACCRUAL

6/30/2013	Reduction from Revenue	(16,966)
6/30/2012	Reduction from Revenue	(21,646)
6/30/2011	Reduction from Revenue	(64,570)
6/30/2010	Addition to Revenue	45,749
6/30/2009	Reduction from Revenue	(9,551)
6/30/2008	Addition to Revenue	71,661

Treasurer Report
07/15/2014

Success

IS

THE SUM OF

SMALL

EFFORTS

Repeated

Day in and Day out

WOLCOTT CONNECTICUT

Agenda

- BAN update
- Markets
- Pension Status Update
- Cash Investment Policy Updates

BAN update

- On June 19, 2014 $4,000,000 General Obligation Bond Anticipation Notes were deposited into to the Town General Fund.

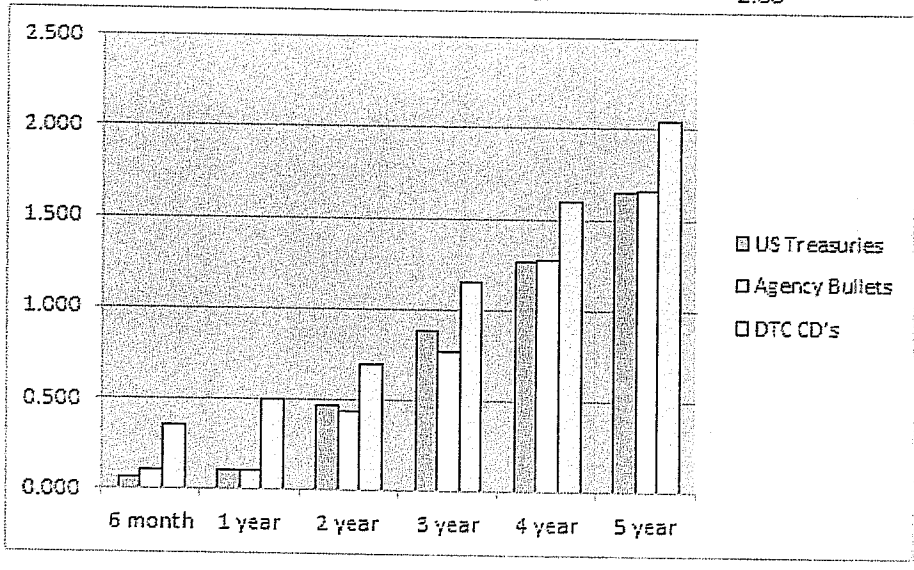
ISSUER	BIDDER	PRINCIPAL	DAYS	NIC
Wolcott	TD Securities	4,000,000	124	0.1952% ***
	Eastern Bank	4,000,000	124	0.2080%

Working with the finance office to develop a Post-Issuance Compliance Procedure

Markets

Comparison Chart 6/30/2014

	US Treasuries	Agency Bullets	DTC CD's
6 month	0.063	0.102	0.35
1 year	0.104	0.102	0.50
2 year	0.467	0.438	0.7
3 year	0.884	0.771	1.15
4 year	1.268	1.28	1.6
5 year	1.652	1.657	2.05

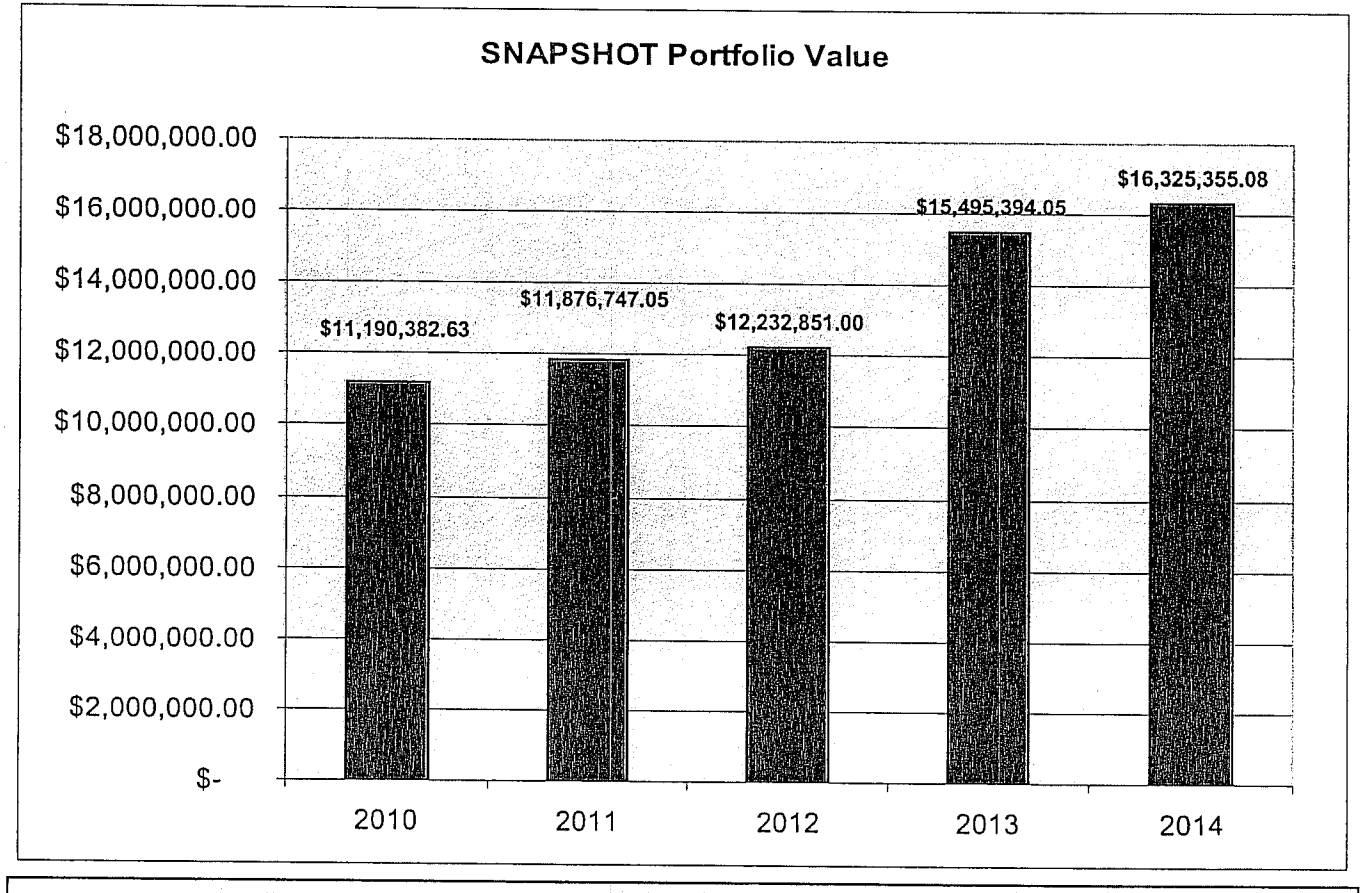


Town of Wolcott Benchmark

	US Treasury Actives Curve	US Treasury Actives Curve	Weekly Change (bps)
Tenor	06/30/14	06/23/14	06/30/14-06/23/14
1M	0.018	0.008	1
3M	**0.028**	**0.008**	2
6M	0.063	0.038	2.5
1Y	0.104	0.079	2.5
2Y	0.459	0.466	-0.8
3Y	0.868	0.948	-8
5Y	1.627	1.703	-7.6
7Y	2.126	2.221	-9.5
10Y	2.521	2.627	-10.7
30Y	3.346	3.455	-10.9

Currently $1,891,208.03 in STIF @ 0.15 Annualized % Rate

Retirement Plan Of Wolcott Employees & Policemen



- 5.3% increase through June 30, 2014
- Total Gain in June after fees $387,501.03

Cash Investment Policy Updates

- Cash Investment Policy
  - Short term investment fund √ 0.1503%
  - Evaluate ways to maximize idle cash in short term investment funds
  - Evaluate current state
    - Currently using STIF accounts
  - Define future state
    - Combine STIF with CD's for 3 to 6 month investments
  - Develop policy
    - In process
  - Measure and Improve

Historic Documents Preservation Program
Connecticut State Library
Hartford, Connecticut 06106

GRANT CONTRACT

Targeted Grant FY 2015, Cycle 1 — Grant #166-PC-15

This contract made between the State of Connecticut, Connecticut State Library (hereinafter "State Library") and the **Town of Wolcott** (hereinafter "Contractor") pursuant to C.G.S. §§ 11-8i through 11-8n, inclusive.

WHEREAS, the State Library's Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program ("Program") for the purpose of preserving and managing historic documents;

WHEREAS, all Connecticut municipalities are eligible to apply for a Targeted Grant ("Grant") from this Program; and

WHEREAS, the Contractor is a municipality;

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

1. The State Library hereby authorizes a Grant for an amount not to exceed **$5,000.00** (hereinafter "Grant Funds"), for the following (hereinafter referred to as the "Project") as approved in the municipality's Targeted Grant Application on **June 30, 2014**, on file at the State Library:

   A. Microfilming project for public records.
   B. Reformatting project for public records.

2. The approved Project Budget is as follows:

	Expense Type	Funds Approved
1.	Consultants/Vendors	**$ 5,000.00**
2.	Equipment	$
3.	Supplies	$
4.	Town Personnel Costs	$
5.	Other (specify)	$
6.	TOTAL	**$ 5,000.00**

   The Contractor is responsible for any Project expenses greater than the Grant Funds.

3. Contract Period. The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from **July 1, 2014, or the date of approval of this contract by the State Librarian or, if applicable, the Connecticut Attorney General, whichever is later,** through **June 30, 2015.** Any Grant Funds remaining unexpended on **June 30, 2015**, must be returned to the State Library with the *Project Evaluation/Expenditure Report.*

4. Payment. The State of Connecticut shall assume no liability for payment of services under the terms of this contract until the Contractor is notified that this contract has been approved. Payment to the

Contractor shall be processed upon approval of this contract or upon the first day of this contract period, whichever is later.

5. Contract Amendment. To request approval for a change to the Grant's purpose, methodology, budget and/or completion deadline, the Contractor shall submit an *Amendment Request Form*, available on request from the State Library, to the State Library at least two (2) months prior to the then-current end of the contract period. (a) The State Library must approve any changes to the Grant's purpose and/or methodology which are deemed significant by the State Library. (b) The State Library must approve any budget reallocation that exceeds ten percent (10%) of the total Grant Funds. The Contractor may reallocate up to ten percent (10%) of the total Grant Funds among line items contained in the approved Project Budget as detailed in Paragraph 2 of this contract without prior approval. (c) The State Library must approve any extension to the completion deadline. The Contractor must notify the State Library immediately if difficulties arise that could affect the timely completion of all grant work and expenditures. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.

6. Final Report. The Contractor shall submit a *Project Evaluation/Expenditure Report*, available on the State Library website at www.ctstatelibrary.org, for receipt at the State Library by **September 1, 2015**. Failure to submit a completed *Project Evaluation/Expenditure Report* for receipt by the due date may result in termination of the Grant and the requirement that the Contractor return the full Grant Funds, as well as loss of eligibility for the next grant cycle. This filing deadline shall not be extended.

7. Insurance. The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever. If requested, certificates of such insurance shall be filed with the State Library prior to the performance of services.

8. Indemnification. The Contractor agrees to indemnify and hold the State, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Contractor or any of its officials, agents, or employees of the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.

9. Audit Requirements for State Grants. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

10. Inspection of Work Performed. (a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor. (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this contract.

11. Refund. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within thirty (30) days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.

12. Governing law. This contract and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

13. Assignment. The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State's rights or possible claims.

14. Claims against the State. The sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

15. Executive Orders. This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the contract as if they had been fully set forth in it. This contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. At the Contractor's request, the State Library shall provide a copy of these Executive Orders to the Contractor.

16. Termination. The State may terminate this contract upon thirty (30) days written notice to the Contractor if the Contractor fails to comply with this contract or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.

17. Sovereign Immunity. The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.

18. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable. This contract shall be binding upon and shall inure to the benefit of the Contractor and its successors.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Municipality:

Signature of Municipal CEO, duly authorized _____ Date _____

Name (Print Clearly) _____ Title (Print Clearly) _____

Municipality Name and Mailing Address (Print Clearly) _____

Connecticut State Library:

Kendall F. Wiggin, State Librarian _____ Date _____

CONNECTICUT ATTORNEY GENERAL approved as to form:

__X__ This contract, prepared on a template previously reviewed and approved by the Connecticut Attorney General, is therefore exempt from individual review and approval pursuant to a Memorandum of Agreement between the Connecticut State Library and the Connecticut Attorney General on **June 10, 2014**; or

_____ This contract template has been modified and therefore is subject to review and approval by the Connecticut Attorney General.

By: _____ Title _____

Date: _____

For STATE LIBRARY Use Only:

Fund	Department	SID	Program	Account	Project	Budget Ref.
12060	CSL66094	35150	73001	55070	CSL_Non. Proj.	2015

Rev. 06/2014

TOWN OF WOLCOTT
OFFICE OF TREASURER 10 Kenea Avenue
Wolcott Connecticut 06716
Tel: (203) 879-8100 Fax: 2038798105
Treasurer: Anthony Marino Deputy Treasurer: Steve Slater
Revision 2.0

Certificate of Deposit Investment Policy and Procedure

I. Introduction

The intent of this policy is to define the parameters within which available funds are to be managed and invested in CD's. The methods, procedures and practices, this policy addresses are policies set forth in the Town of Wolcott Policy & Procedure Deposit & Investments manual as it relates to Certificate of Deposits (CD's).

II. Governing Authority

The CD investment program shall be operated in conformance with federal, state, and other legal requirements, including **Sec. 7-400 Investment of funds**, of Connecticut State Statutes, and the Town of Wolcott Policy & Procedure Deposit & Investments manual.

III. Scope

This procedure will specifically address CD's as it relates to investments. A cash management team made up of Treasurer, Deputy Treasurer, Chief Accountant, and Municipal Finance Officer will identify and recommend funds to be invested.
The cash management team will look to invest funds that meet Investment Objectives of the town of Wolcott's Policy. Because CD's are a time investment, such investments must insure liquidity (insure adequate cash flow) while at the same time safety of principle. General guide line is that the CD purchased should be at least 10 basis points above STIFF fund. Any CD investment over 1 year must have Mayor and Town Council approval. No one CD investment shall exceed $250,000 including potential interest to insure full FDIC coverage.

IV. Cash Management Team

A cash management team made up of Treasurer, Deputy Treasurer, Chief Accountant, and Municipal Finance Officer will identify and recommend funds to be invested.

V. Investment Objective

Income over time should yield at least 10 basis points above STIFF fund. The investments shall seek as high a level of current incomes as is consistent with, first the safety of principal and second, the provision of liquidity to meet cash flow requirements.

VI. Authorized Financial Institutions, Depositories, and Broker/Dealers

Multi-Bank Securities shall be the Broker Dealer. Pershing LLC, shall act as the Depositor on CD accounts. Signer shall be Treasurer or Deputy Treasurer

Written By Anthony Marino Date_____

Approved By _____Date_____

MICHAEL BRUCE VIDEO

PROPOSED VIDEO SERVICE AGREEMENT 2014-2015

June 1, 2014

Wolcott Town Council
Town of Wolcott
10 Kenea Avenue
Wolcott, CT 06716

Dear Members of the Wolcott Town Council:

To cover our services for the coming year we submit the following proposal.

Michael Bruce Video (MBV) submits this proposal for the expertise and services to cablecast live on a Town Specific Channel of the local cable franchise (when available) also the Internet Stream "wlct96" located at www.wolcottct.org, the meeting of the regular twice monthly meetings of the Wolcott Town Council which includes two special meetings regarding the budget. This service if available will begin on September 1, 2014 and end on June 30, 2015. *SEE ADDENDUM FOR ADDITIONAL SERVICES!*

This service will include expertise to video and audio record each meeting; will include opening and closing graphics for the "Live" and "Video" recordings and sound control for the equipment in place at Wolcott Town Hall. All requirements for Council meetings will be at the call of the Council Chairman. The video recording at all times, will be the property of the Town of Wolcott and will display the phrase "Funded by the Town of Wolcott.

In return for the above service, the Town of Wolcott agrees to compensate Michael Bruce Video,

Two Hundred Seventy Five Dollars and No Cents ($275.00) per meeting

due and payable upon the receipt of an invoice to be submitted as monthly billing for each months meetings.

In the event of a meeting cancellation, a set-up charge of $40.00 will be incurred.

As we have provided in the past, we will to continue to run a Community Bulletin Board and video record any event which will showcase Wolcott youngsters or events with positive exposure for Wolcott at no additional charge.

Services for additional meetings, public hearings and all other matters are separate and individual from this agreement and will be negotiated upon request.

Respectfully submitted:
Michael Bruce Video

.....for the Town Council dated ..... / ..... / .....

Michael Bruce .....Michael Bruce Video dated 6 / 1 / 14

424 Bound Line Road, Wolcott, CT 06716 Cell: 203.206.7575 E-Mail: mbvid21@aol.com

MICHAEL BRUCE VIDEO

PROPOSED VIDEO SERVICE AGREEMENT ADDENDUM 2014-2015

June 1, 2014

Wolcott Town Council

Dear Members of the Wolcott Town Council:

Since our agreement last year, there have been changes in the way that your meetings have been distributed. Primarily, we have added Council meetings to WLCT 96, the streaming Internet video channel accessed by going to www.wolcottct.org. This has been accomplished at no additional charge to the Town of Wolcott. We have continued, per our agreement, to provide a DVD to the Community Access Provider (CAP), Skye Cable for replay on Friday evenings into Saturday per your direction.

As you review our service agreement for 2014-2015 you will notice an area that has been changed and has been indicated in RED. A comparison to our previous agreement will disclose that there is no distribution to the CAP to cablecast a replay on Comcast channel 96. The transportation to and from the CAP is now outside of our agreement. We can provide the Council Clerk with a DVD copy at no additional charge and all arrangements with the CAP and transportation to and from them for airing will be your responsibility.

We can however continue to transport the DVDs to and from the CAP at an additional charge.

> **This additional service will include the production of an additional DVD, transportation to and retrieval from Skye Cable after cablecast however, as in the past, scheduling with the CAP will be the responsibility of the Council.**
>
> **In return for the above service, the Town of Wolcott agrees to compensate Michael Bruce Video, Thirty Five Dollars and No Cents $35.00 per meeting, due and payable in addition to the agreed amount on the attached service agreement.**

We are available for discussion on this matter should it be necessary.

.....for the Town Council dated ..... / ..... / .....

Michael Bruce ..... Michael Bruce Video dated 6/1/14

424 Bound Line Road, Wolcott, CT 06716 Cell: 203.206.7575 E-Mail: mbvid21@aol.com

WOLCOTT REPUBLICAN TOWN COMMITTEE

July 1, 2014

Wolcott Town Council
10 Kenea Ave
Wolcott, CT 06716

Dear Councilmembers:

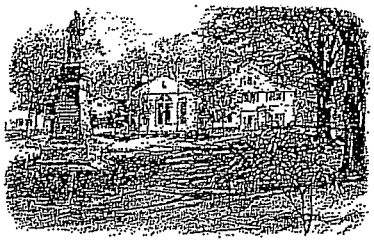
The Republican Town Committee would like to respectfully request that Gregory Gubitosi serve a new term as Republican candidate on Board of Ethics. Mr Gubitosi can be reached at 203.879-2867, 11 Rustic Acres, Wolcott CT. Thank you in advance for this consideration.

Sincerely,

Cathe B Sherman
Vacancy Chairperson Wolcott
Republican Town Committee

PO BOX 6048 •WOLCOTT/CT•06716

THOMAS G. DUNN
MAYOR



OFFICE OF THE MAYOR
TOWN OF WOLCOTT

July 9, 2014

Chairman David Valletta
Wolcott Town Council
10 Kenea Ave
Wolcott, CT 06716

Dear Chairman Valletta,

Enclosed is a list of names recommended to me by Superintendent Joseph P. Macary for appointment to the Building Committee for the 2014 School Upgrades, Projects and Renovations.

Thomas Buzzelli
Ronald Gambino
Anthony Guerrera
Robert Nagashima
Dave Stankus
Gloria Clair
~~Gloria Gubitosi~~
Joseph Morrone
Patricia Najarian

Thank you for your consideration.

Sincerely,

Thomas G. Dunn
Mayor, Town of Wolcott

Cc: Wolcott Town Council Members

10 KENEA AVENUE • WOLCOTT, CONNECTICUT 06716 • PHONE: (203) 879-8100 • FAX: (203) 879-1542

TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

July 10, 2014

TO: David Valletta, Chairman
Wolcott Town Council
FROM: Linda R. Bruce, Municipal Finance Officer

Linda R. Bruce

RE: Santa Buckley Diesel Fuel Contract Fiscal Year 14/15

Attached please find a contract with Santa Buckley Energy, Inc. for diesel fuel for Fiscal Year 2014/2015. The diesel fuel bid was awarded by the Wolcott Board of Education, however the diesel fuel is delivered to the tank at the Wolcott Public Works facility. An estimated contract value could be in the range of $314,000.00 to $320,000.00. The award was for the NYMEX plus $0.1484 per gallon. The Board of Education has not authorized Santa Buckley to buy as of this date. The authorization to buy could occur at any time. General Government accounts for the entire contract and bills the Board of Education for their monthly usage. The value of the contract for Fiscal Year 2013/2014 was approximately $318,000.00 with the Board of Education reimbursing General Government in excess of $220,000.00.

If you require additional information or clarification please don't hesitate to contact me prior to your meeting.

/lrb
CC: Mayor Thomas G. Dunn
Town Council Members
Attachments (3)
David Valletta Santa Buckley Energy, Inc. Diesel Contract Fiscal Year 2014.2015

Santa Buckley Energy℠

Santa Buckley Energy, Inc.
P.O. Box 1141
Bridgeport, CT 06601-1141

P 800-739-1852
F 203-367-2412

DATE: 2 July 2014

SALES AGREEMENT #ULSD03.19.2014

BUYER:	Wolcott, Town of 10 Kenea Avenue Wolcott, CT 06716	*SELLER:*	Santa Buckley Energy, Inc. PO Box 1141 Bridgeport, CT 06601
Attn: Phone: Fax:	Linda Bruce (203) 879-8100 (203) 879-8106	Attn: Phone: Fax:	Lex Johnson (203) 336-3541 (203) 367-2412
I. PRODUCT:	Ultra Low Sulfur Diesel Fuel	*II. QUANTITY:*	97,700 gallons
III. CONTRACT TERM:	1 July 2014 through 30 June 2015	*IV. PRICE:*	*NYMEX plus $0.1484 per gallon*
V. DELIVERY CHARGES:	Delivery costs and surcharges as of the date of this agreement are included in IV. Price.	*VI. PAYMENT TERMS:*	Prepayment (70%-20%) 70% due on 30 July 2014 20% due on 28 February 2015 10% Balance Net 30 Days (Deliveries are subject to suspension on all past due accounts)
VII. TAXES:	All applicable taxes are the responsibility of the Buyer and billed to the Buyer's account.	*VIII. DELIVERY:*	As Requested or Automatic Delivery (as mutually agreed)

IX. MONTHLY SCHEDULE:

Month:	Gallons:	Month:	Gallons:	Month:	Gallons:
July	1,954	November	9,770	March	9,770
August	1,954	December	9,770	April	9,770
September	9,770	January	9,770	May	9,770
October	9,770	February	9,770	June	5,862

X. SPECIAL PROVISIONS:

This agreement is based on Diesel Fuel Bid 2014-2015 issued by the Buyer and Santa Buckley Energy Inc.'s Bid Response on 7 March 2014.

IV Price The NYMEX portion to be determined at Buyer's discretion after consultation with Seller but no later than 20 August 2014 or as mutually agreed.

IX Monthly Schedule is for planning purposes only and does not constitute a monthly volume requirement.

THIS PURCHASE IS SUBJECT TO THE TERMS AND CONDITIONS SET ON THE REVERSE SIDE.

I acknowledge that this represents the AGREEMENT reached between the BUYER and SELLER.

BUYER:	*SELLER:* Santa Buckley Energy, Inc.
Print: Title: Date:	Print: Lex Johnson Title: Manager Government Sales Date: 2 July 2014

All transactions are subject to credit approval.

Santa Buckley Energy, Inc.
P.O. Box 1141
Bridgeport, CT 06601-1141

P 800-739-1852
F 203-367-2412

ATTACHMENT: A
Town of Wolcott
Wolcott Board of Education
Town of Plymouth
Plymouth Board of Education
Thomaston Board of Education
Diesel Fuel 2014-2015
7 March 2014 @ 11:00 am
Terms & Conditions

Bid prices do not include taxes for which the Town of Wolcott, Wolcott Board of Education, Town of Plymouth, Plymouth Board of Education, and Thomaston Board of Education (Customer) is responsible for. All applicable taxes are the responsibility of the Customer and added to the invoice. It is the Customer's responsibility to provide valid exemption certificates for tax exemptions requested. Any product type or specification change, tax, duty, or governmental charge now or hereafter imposed on the product, Santa Buckley Energy, Inc. (Santa Buckley), or required to be paid or collected by Santa Buckley, by reason of the manufacturer, transportation, sale, delivery, or use of the product, shall be paid by the Customer, in addition to the price of the product.

Payment Terms are Net 30 days from the date of delivery. There is no discount for early payment. Invoices not paid by the Customer within 30 days from the date of delivery will be assessed late payment charges of 1.5% per month. The Customer is responsible for all expenses and collection fees incurred by Santa Buckley to collect any overdue amounts, including attorney's fees.

Pre-Payment Discount Option: Should the Customer select the Pre-Payment Option payments must be received on or before the Due Dated indicated. If any payments are received after the Due Date then the Pre-Payment Discount is null and void retroactive to the contract start date and all invoices are Net 30 days from date of delivery. Pre-Payment Terms are as follows:

70% Due 31 July of the contract year
20% Due 28 February of the contract year
10% Balance Due Net 30 Day Terms

Differential or Variable Price contracts/agreements do not require a volume commitment, Firm or Fixed Price agreements/contracts require both a volume commitment and delivery term (contract term) commitment. It is understood that, due to reasonable usage variances outside of the control of the Customer some incidental fuel may be delivered beyond the current contract term, a 15 day grace period, however this should only be minor and incidental in nature. Under no circumstances shall the fuel be purchased with the intent of utilization beyond the contract term.

FIXED PRICE AGREEMENT: "Fixed Price" offers are based on the New York Mercantile Exchange (NYMEX) at the time of the bid opening. "Fixed Price" Awards must be made "Promptly" due to market volatility. "Fixed Price" Bid offers reflect market conditions at the time of the bid opening. The time period between the bid opening and award of the bid may alter the "Fixed Price" of this contract/agreement. "Fixed Price" changes if necessary will reflect actual NYMEX changes from time of bid receipt until bid award. Once awarded and accepted by Santa Buckley the fixed price will remain firm for the contract/agreement term. Estimated gallons are considered the contracted gallons unless the customer specifies a different volume. Upon notification and acceptance, Santa Buckley will secure the contracted gallons. Upon delivery of the contracted gallons within contract term Santa Buckley will have fully satisfied its "Fixed Price" fuel supply obligation to the Customer. All delivered gallons in excess of the contracted gallons will be billed at a differential price over the local harbor posting or at a negotiated fixed price based on market conditions for the remainder of the contract period.

If at the end of the "Fixed Price" contract term the Customer has not received the contracted gallons Santa Buckley reserves the right, at its sole discretion to one of the following: a) contract term extension: remaining volume

purchased by the Customer at the "Fixed Price" plus a monthly storage fee and stored by Santa Buckley until the remaining volume is delivered to the Customer, b) cashed out to zero balance: Customer pays Santa Buckley the difference between "Fixed Price" and the liquidation price times the remaining volume, Santa Buckley shall have no obligation to deliver the cashed out volume, or c) terminate the contract: Santa Buckley shall have no obligation to deliver the remaining volume. Santa Buckley reserves the right to allocate the Fixed Price Volume on a pro-rata basis over the term of the contract(s)/agreement(s).

Santa Buckley reserves the right to levy delivery surcharges should the delivery locations and or tank sizes vary significantly from those listed in the bid document.

Santa Buckley's transportation department must approve the delivery site based on an environmental and safety assessment. Santa Buckley does not provide warranties for fuel stored by the Customer in their fuel storage container or the containers' condition (internally or externally), container leakage and soil contamination, miscalculation of fuel ordering, fuel spillage, facility safety and health. Automatic deliveries are provided on a "Best Efforts" basis. For automatic deliveries, the location(s) requesting automatic deliveries must provide the past twelve months delivery history for each tank identified as automatic delivery. This history must show date and volume for each delivery. Generator storage tanks are not on automatic fill the Customer shall call in to request fuel deliveries. The Customer shall provide adequate facilities for the unloading and delivery equipment, delivery by Santa Buckley into any equipment or container furnished by the Customer shall constitute delivery to the Customer. Quantities delivered in bulk shall be determined in accordance with Santa Buckley's established practices at the shipping point. Request for deliveries require that notice is provided by 10:00am the previous business day. Unscheduled, same-day delivery request, the Customer shall pay the emergency delivery fee charged by the carrier in addition to the fuel price.

If the Customer requests that a fuel sample be taken the following will apply; the sample must be taken off of the delivery truck only and the Customer will pay for the testing fee. Should the test results fail to meet the industry standards for the product sampled then Santa Buckley will pay the testing fee.

Award of this bid to Santa Buckley will constitute the Customers' full acceptance of the above terms and conditions and any other language in the bid document(s) or subsequent contract documents notwithstanding.

Lex Johnson
Manager Government Sales
Santa Buckley Energy, Inc.

Notice of Award:

By signing below, Customer hereby confirms the Notice of Award by Customer in favor of Santa Buckley and acknowledges the acceptance by Customer of the Terms and Conditions set forth herein. Upon signing, kindly return a copy by fax to (203) 367-2412, Attn: Lex Johnson or e-mail at johnsonl@santaenergy.com.

Duly Authorized By:

_____ Date: _____
Signature

_____
Printed Name

_____
Title

TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue
Wolcott, Connecticut 06716
Tel. (203) 879-8100 • Fax: (203) 879-8105

July 10, 2014

TO: David Valletta, Chairman
Wolcott Town Council
FROM: Linda R. Bruce, Municipal Finance Officer

Linda R. Bruce

RE: Simple Contracts and Bid Analyses –
Road Reconstruction Project Phase 2

Please find attached contracts and bid analyses for Highway Rehabilitation Corp. for Bid #14-25-1, Cocchiola Paving, Inc. for Bid #14-30-2 and J and J Paving, LLC for Bid #14-32. Also attached is a copy of the bid award notice and if there was a similar bid awarded for Phase 1 a copy of that bid analysis and contract. Per a copy of the vendor analysis for Highway Rehabilitation for the previous contract for Phase 1 the value paid was $562,495.37.

If you require additional information or clarification please don't hesitate to contact me prior to your meeting.

/lrb
CC: Mayor Thomas G. Dunn
Town Council Members
Attachments (14)
David Valletta Short Contracts and Bid Analyses Road Project Phase 2 07.10.2014

TOWN OF WOLCOTT
Finance Office
10 Kenea Avenue
Wolcott, CT 06716

Invitation to Bid #	14-25-1
Date Awarded	July 3rd, 2014
Date Bid Opened	July 1st, 2014

CONTRACT AWARD

Contract Description:	"Hot In Place Asphalt Recycling"
Contract Value:	Dependant on Unit of Measure
Contract Term:	July 1st through completion
Delivery Requirements:	

NOTICE TO CONTRACTOR: This notice of award is not an award to ship or provide services. Purchase orders against this contract will be issued on behalf of the department requiring materials or services. Do not perform any service without a purchase order.

TAXES: As a political subdivision of the State of Connecticut, the Town of Wolcott, CT is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

TERMS: The Invitation to Bid and the contractor's response constitute the entire agreement.

INDEMNIFICATION: The Contractor agrees to indemnify, defend, and save harmless, the Town of Wolcott, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

NO WORK WILL BE PERFORMED ON TOWN OF WOLCOTT PROPERTY UNTIL ALL OF THE REQUIRED INSURANCE CERTIFICATES ARE SUBMITTED TO THE TOWN OF WOLCOTT FINANCE OFFICE

CONTRACTOR INFORMATION

Name:	Highway Rehabilitation Corp.	Payment Terms:	45 Days following acceptance of goods or services
Address:	2258 Route 22 Brewster, CT 10509		
		Telephone:	845-278-9645
Contact:	Christine Magee Vice President	Fax:	845-278-0747
		Email:	chris@highwayrehab.com

Acceptance by the Contractor		Acceptance by the Town of Wolcott	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title

TOWN OF WOLCOTT
Finance Office
10 Kenea Avenue
Wolcott, CT 06716

Invitation to Bid #	14-30-2
Date Awarded	July 3rd, 2014
Date Bid Opened	July 1st, 2014

CONTRACT AWARD

Contract Description:	"Milling, Removal & Disposal of Bituminous Concrete"
Contract Value:	Dependant on Unit of Measure
Contract Term:	July 1st through completion
Delivery Requirements:	

NOTICE TO CONTRACTOR: This notice of award is not an award to ship or provide services. Purchase orders against this contract will be issued on behalf of the department requiring materials or services. Do not perform any service without a purchase order.

TAXES: As a political subdivision of the State of Connecticut, the Town of Wolcott, CT is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

TERMS: The Invitation to Bid and the contractor's response constitute the entire agreement.

INDEMNIFICATION: The Contractor agrees to indemnify, defend, and save harmless, the Town of Wolcott, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

NO WORK WILL BE PERFORMED ON TOWN OF WOLCOTT PROPERTY UNTIL ALL OF THE REQUIRED INSURANCE CERTIFICATES ARE SUBMITTED TO THE TOWN OF WOLCOTT FINANCE OFFICE

CONTRACTOR INFORMATION

Name:	Cocchiola Paving, Inc.	Payment Terms:	45 Days following acceptance of goods or services
Address:	18 Falls Avenue Oakville, CT 06779		
		Telephone:	860-945-2600
Contact:	Jose Almeida Vice President	Fax:	860-945-2609
		Email:	joea@cocchiola.com

Acceptance by the Contractor		Acceptance by the Town of Wolcott	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title

TOWN OF WOLCOTT
Finance Office
10 Kenea Avenue
Wolcott, CT 06716

Invitation to Bid #	14-32
Date Awarded	July 8th, 2014
Date Bid Opened	July 2nd, 2014

CONTRACT AWARD

Contract Description:	"Road Resurfacing/Paving"
Contract Value:	Dependant on Unit of Measure
Contract Term:	July 1st, 2014 through December 31st, 2015
Delivery Requirements:	

NOTICE TO CONTRACTOR: This notice of award is not an award to ship or provide services. Purchase orders against this contract will be issued on behalf of the department requiring materials or services. Do not perform any service without a purchase order.

TAXES: As a political subdivision of the State of Connecticut, the Town of Wolcott, CT is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

TERMS: The Invitation to Bid and the contractor's response constitute the entire agreement.

INDEMNIFICATION: The Contractor agrees to indemnify, defend, and save harmless, the Town of Wolcott, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

NO WORK WILL BE PERFORMED ON TOWN OF WOLCOTT PROPERTY UNTIL ALL OF THE REQUIRED INSURANCE CERTIFICATES ARE SUBMITTED TO THE TOWN OF WOLCOTT FINANCE OFFICE

CONTRACTOR INFORMATION

Name:	J & J Paving, LLC.	Payment Terms:	45 Days following acceptance of goods or services
Address:	16 Wakelee Road/#1 Wolcott, CT 06716		
Contact:	Joseph Dunne Owner	Telephone: Fax:	203-879-2411
		Email:	jandjpaving@att.net

Acceptance by the Contractor		Acceptance by the Town of Wolcott	
Signature	Date	Signature	Date
Print Name	Title	Print Name	Title

Thomas Dunn

From: aacasagrande1@gmail.com
Sent: Monday, July 14, 2014 2:09 PM
To: Thomas Dunn
Subject: Fwd: Ethics Board

FYI

Sent from my iPhone

Begin forwarded message:

> **From:** aacasagrande1@gmail.com
> **Date:** July 14, 2014 at 2:01:54 PM EDT
> **To:** "dval59@aol.com" <dval59@aol.com>
> **Cc:** "Antony A. Casagrande" <aacasagrande1@gmail.com>, Tom Dunn <tdunn@wolottct.org>, cmarsella01@snet.net
> **Subject: Ethics Board**
>
> Dave:
>
> I was told by Mary in the Mayor's Office that recommendations for appointment to the Ethics Board are to be submitted to the Town Council and that the agenda for tomorrow's meeting is already set.
>
> Would you kindly consider voting to add my Democratic recommendation to your agenda for tomorrow.
>
> I would like to submit the name of Richard Irwin, 13 Bolduc Court.
>
> I thank you in advance for your anticipated cooperation.
>
> Tony Casagrande
> Democratic Town Chairman
>
> Sent from my iPhone
> Sent from my iPhone

MAHANEY, GEGHAN & SULLIVAN
ATTORNEYS AT LAW
ONE EXCHANGE PLACE
WATERBURY, CONNECTICUT 06702
(203) 574-0056
Fax (203) 596-7975

Daniel J. Mahaney
Timothy F. Sullivan

Of Counsel
John D. Mahaney
Carey R. Geghan

May 27, 2014

Via Facsimile (203) 879-~~1434~~ 9152
Brian Tynan
Tynan & Iannone
250 Wolcott, CT. 06716-2634

RE: Farmingbury Hills Restaurant

Dear Attorney Tynan:

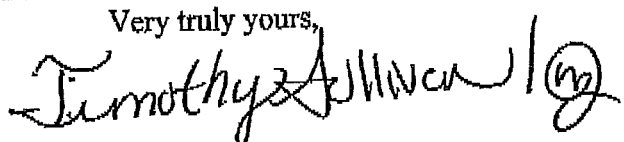
As you are aware, this office represents Christopher DiNunzio and Farmingbury Hills Restaurant, LLC. It is my understanding that, at this time, the town possesses in an escrow account the approximate sum of $50,000.00 pursuant to the terms of Farmingbury's lease with the town. It is my further understanding that Daniel Gugliotti, who recently passed away, was the guarantor of the lease and provided that above funds to the town. It is likely that, in the near future, the decedent's estate will request the return of the escrow funds from the town.

In furtherance of our recent discussions on that topic, my client proposes that he will replace the escrow funds currently held by the town. He would do so over a period of 6 months to one year. In addition, he would offer his personal guarantee of the obligations of the lease to replace the guaranty of Mr. Gugliotti. In return, he would request that the town provide two additional five-year option periods to begin at the conclusion of the last option period in the current lease. It is my understanding that, assuming the remaining option period is exercised by my client, there are seven years remaining on the lease.

Please, after reviewing this letter, contact me to discuss or advise of your position.

Thank you for your attention to this matter.

Very truly yours,



Timothy F. Sullivan

TFS/mmj

MAHANEY, GEGHAN & SULLIVAN
ATTORNEYS AT LAW
ONE EXCHANGE PLACE
WATERBURY, CONNECTICUT 06702
(203) 574-0056
Fax (203) 596-7975

Daniel J. Mahaney
Timothy F. Sullivan

Of Counsel
John D. Mahaney
Carey R. Geghan

May 30, 2014

Josephine Gugliotti
550 Middlebury Road
Watertown, CT 06795

RE: Farmingbury Hills Restaurant

Dear Mrs. Gugliotti:

Please be advised that this office represents Christopher DiNunzio relative to his purchase of the your husband's membership interest in Farmingbury Hills Restaurant, LLC. At this time, pursuant to the agreement, he is scheduled to make a payment to your husband. It has come to our attention that your husband passed away and, for that, we offer our condolences. In order to make the necessary payment, we will make same payable to the Estate or the executor of the Estate.

We have contacted the probate court and were informed that an estate has not been opened on your husband's behalf. Please advise if you intend to do and contact me to discuss the payment issue or have your attorney contact me.

Thank you.

Very truly yours,

Timothy F. Sullivan

Business Inquiry

HOME HELP

Business Details

Business Name:	**FARMINGBURY HILLS RESTAURANT, L.L.C.**	Citizenship/State Inc:	**Domestic/CT**
Business ID:	**0680793**	Last Report Filed Year:	**2009**
Business Address:	**141 EAST STREET, WOLCOTT, CT, 06716**	Business Type:	**Domestic Limited Liability Company**
Mailing Address:	**DBA EAST STREET EATERY, 141 EAST STREET, WOLCOTT, CT, 06716**	Business Status:	**Active**
Date Inc/Registration:	**May 07, 2001**		

Principals Details

Name/Title	Business Address	Residence Address
CHRISTOPHER DINUNZIO MEMBER	141 EAST ST., WOLCOTT, CT, 06716	18 FERRO ROAD, WOLCOTT, CT, 06716

Agent Summary

Agent Name	**DANIEL GUGLIOTTI**
Agent Business Address	**141 EAST STREET, WOLCOTT, CT, 06716**
Agent Residence Address	**550 MIDDLEBURY ROAD, WATERTOWN, CT, 06795**

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INDENTURE OF LEASE

This Indenture made this 1st day of ~~May~~ June, 2001, between the Town of Wolcott, Michael A. DeNegris, Mayor, 10 Kenea Ave., Wolcott, CT 06716, (hereinafter referred to as "Lessor"); and Farmingbury Hills Restaurant, LLC, a Connecticut limited liability company with its principal place of business situated at 141 East Street, Wolcott, Connecticut, (hereinafter referred to as "Lessee")

W I T N E S S E T H:

1. **PREMISES** - That in consideration of the rent, covenants and conditions on the part of LESSEE to be paid, performed and observed, LESSOR does hereby demise and lease unto LESSEE and LESSEE hereby hires and leases from LESSOR the following described premises:

Approximately 4,480 square feet, more or less, (hereinafter referred to as "Leased Premises") in a building located at 141 East Street, Wolcott, Connecticut. The Leased Premises shall include the patio immediately adjacent to the restaurant and Grill Room. However, the Lessees shall not be entitled to encroach into the area directly in front of the golf pro shop. The Lessee, if it does use the patio, covenants that it will keep the premises in a clean, safe and well-lit condition. The Lessor and not the Lessee shall have a superior right to use the patio at no charge upon reasonable notice to the Lessee of special events.

The parties agree that the LESSEE shall install a hood over the stoves and/or cooking areas as well as a walk-in cooler and freezer (all at Lessee's sole expense), and the parties acknowledge that this hood, cooler, and freezer shall remain the sole and exclusive property of the Town of Wolcott. The hood, cooler, and freezer shall be of sufficient size and quality to meet the reasonable specifications of the LESSOR for such a public facility.

From: Cliff Comerford
Sent: Thursday, March 20, 2014 2:46 PM
To: Lee Perino
Subject: FW: Denise Simmons

Place in DS file. CC

From: Cliff Comerford
Sent: Thursday, March 20, 2014 12:03 PM
To: 'Michael McMinn'
Subject: RE: Denise Simmons

Mike,

If & when I receive a final stipulation from the respondent insurer, I will forward to you to review same
to insure that it does not adversely affect any clams you will make on Mrs. Simmons behalf. Thx..

Cliff Comerford

From: Michael McMinn [mailto:mmcminn@axelrodlegal.com]
Sent: Thursday, March 20, 2014 11:59 AM
To: Cliff Comerford
Subject: Denise Simmons

Very truly yours,

Michael C. McMinn, Esq.
AXELROD & ASSOCIATES, LLC
8 Lunar Drive
Woodbridge, CT 06525
T: 203-389-6526
F: 203-389-2656
Email: mmcminn@axelrodlegal.com
Website: www.axelrodlegal.com

WOLCOTT TOWN COUNCIL

SIGN-IN SHEET

Tuesday, July 15, 2014

NAME (Please Print)	ADDRESS (Please Print)
1. David S. Silva	31 Peterson Ln.
2. Katherine Silva	31 Peterson Rd
3. Mark Bone	6 Mulberry
4. [illegible]	[illegible]
5. [illegible]	82 LAUREL LA.
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

#381

CERTIFIED RESOLUTION FORM
Historic Documents Preservation Program
Connecticut Municipalities
GP-008 rev. 1/2010

STATE OF CONNECTICUT
Connecticut State Library
PUBLIC RECORDS ADMINISTRATOR
231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at www.cslib.org/publicrecords/histdoc/granorms.htm.

Certified Resolution

I, **Dolores C. Slater**, Town Clerk of the Municipality of **Wolcott,** do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the **Town Council** duly held and convened on the **15th day of July, 2014**, at which a constituted quorum of the Town Council was present and acting throughout, and further certify that such resolution has not been modified, rescinded, or revoked, and is, at present, in full force and effect.

RESOLVED: That Thomas G. Dunn, Mayor, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for an Historic Documents Preservation Grant.

IN WITNESS THEREOF, the undersigned has affixed his/her signature and the town seal this 16th day of July 2014.

Dolores C Slater
Signature - Town Clerk

Dolores C. Slater
Name of Town Clerk (Type or print clearly)

Affix seal here

MULTI-BANK SECURITIES, INC.®

NON-CORPORATE RESOLUTION FORM

I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: Town of Wolcott

TYPE OF ORGANIZATION: Municipality

ACCOUNT NUMBER: RMB030651

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

(Name of Authorized Person)	(Title)
Anthony J. Marino	Treasurer
Steven Slater	Deputy Treasurer

II. CERTIFICATION

I, Dolores Slater Town Clerk of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

Town of Wolcott hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the Wolcott Town Council
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the 15 day of July, 20 14

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the Town of Wolcott Charter of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that

the Wolcott Town Council of the Organization which took the action called for by the
(Name of Governing Body of Organization)

resolutions annexed hereto has the power to take such action.

*SIGNATURE: Dolores Slater DATE: 7-16-2014

TITLE: Dolores Slater – Town Clerk

***The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.**

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III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or Anthony J. Marino or Steven Slater be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the "Organization"), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to request that the Town Clerk affix the Organization's seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

(a) a true copy of these resolutions;

(b) specimen signatures of each and every person by these resolutions empowered;

(c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such Sowers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the Powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.